



ENERGY AND ENVIRONMENT CABINET

**DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
200 FAIR OAKS, 2ND FLOOR
FRANKFORT, KY 40601
TELEPHONE NUMBER (502) 564-6716**

Corporate Guarantee for Closure or Post-Closure Form DEP 6053-E (11/08)

GENERAL INFORMATION

1. **ASSISTANCE** – Questions regarding this form may be directed in writing to the Division of Waste Management, Solid Waste Branch at the address listed above, or by calling (502) 564-6716.
2. **SUBMISSION** – Please type or print legibly in permanent ink. Submit the original of the completed form to the Division of Waste Management at the address listed above. The document must be free of errors.

Corporate Guarantee for Closure or Post-Closure

Guarantee made this - - (date) by (name of guaranteeing entity), a business corporation organized under the laws of the state of , (insert name of state) herein referred to as Guarantor, to the Kentucky Energy and Environment Cabinet, obligee on behalf of our subsidiary (permittee) of (business address), herein after referred to as Permittee .

Recitals.

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 401 KAR 48:310.
2. Permittee is responsible for the following solid waste disposal facility(ies) covered by this guarantee: (For each facility list: name and address. Indicate for each whether guarantee is for closure, closure care, or both)
3. "Closure plans" and "closure care plans" as used below refer to the plans maintained as required by 401 KAR Chapters 47 and 48 for the closure and closure care of facility(ies) as identified above.
4. For value received from Permittee, guarantor guarantees to the Kentucky Energy and Environment Cabinet that in the event that Permittee) fails to perform (insert "closure", "closure care", or "closure and closure care") for the above facility(ies) in accordance with the closure or closure care plans, other permit requirements, and the provisions of 401 KAR Chapters 47 and 48, the guarantor shall do so or establish a trust fund as specified in Section 12 of 401 KAR 48:310, as applicable, on behalf of Permittee in the amount of the current closure or closure care cost estimates as specified in 401 KAR 48:310.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send not later than ninety days after the end of such fiscal year, by certified mail, notice to the director, Kentucky Energy and Environment Cabinet, Division of Waste Management and to Permittee that it intends to provide alternate financial assurance as specified in 401 KAR 48:310, as applicable, in the name of Permittee. Not later than one hundred twenty days after the end of such fiscal year, the guarantor shall establish such alternate financial assurance unless Permittee has done so.

6. The Guarantor agrees to notify the director by certified mail of voluntary or involuntary proceedings under "Title 11 (bankruptcy)" U.S. Code, naming Guarantor as debtor, not later than ten days after commencement of the proceeding.

7. Guarantor agrees that no later than thirty days after being notified by the director of a determination that guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a guarantor of closure or closure care, it shall establish alternate financial assurance as specified in 401 KAR 48:310, as applicable, in the name of Permittee unless Permittee has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure or closure care plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or closure care, or any other modification or alteration of an obligation of Permittee pursuant to 401 KAR Chapters 47 and 48.

9. Guarantor agrees to remain bound under this guarantee for so long as Permittee) shall comply with the applicable financial assurance requirements of 401 KAR Chapters 47 and 48 for the above listed facilities, except that guarantor may cancel this guarantee by sending



notice by certified mail to the director and Permittee, such cancellation to become effective not earlier than one hundred twenty days after receipt of such notice by both Kentucky Energy and Environment Cabinet and Permittee, as evidenced by the return receipts.

10. Guarantor expressly waives notice of acceptance of this guarantee by the Kentucky Energy and Environment Cabinet, or by Permittee. Guarantor also expressly waives notice of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is identical to the wording specified in form DEP 6053-E (November, 2007) as such regulation was constituted on the date listed above.

Signature: _____

Type or print name:

Official Position:

Date: - -

Subscribed and sworn to before me by _____

this the _____ **day of** _____, 20____.

Notary Public, State-at-Large _____

My commission expires the _____ **day of** _____, 20____.

